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B.D.
3/12/04

Docket: 33882/US/2

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECEIVED

MAR 08 2004

First Named Inventor:	Robert T. Stone	Technology Center 2600
Appln. No.:	09/782,503	
Filed:	February 13, 2001	
Title:	Audiometric Apparatus and Associated Screening Method	
		Examiner: Grier, Laura
		Group Art Unit: 2644

POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

I hereby certify that this document is being sent via First Class U.S. mail addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this ___ day of ___, 2004.

(Signature)

Sir:

In the above-referenced patent application, on behalf of Natus Medical, Inc., I hereby revoke all previously filed powers of attorney and appoint the Dorsey & Whitney LLP attorneys and agents associated with Customer Number 25763 to prosecute the patent application identified above and to transact all business in the Patent and Trademark Office connected therewith, including full power of association, substitution, and revocation.

Please address all telephone calls to: Sean D. Solberg at (612) 340-7862.

Please address all correspondence to Sean D. Solberg at the address corresponding to Customer Number **25763**, currently:

DORSEY & WHITNEY LLP
Intellectual Property Department
Suite 1500
50 South Sixth Street
Minneapolis, Minnesota 55402-1498

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of Natus Medical, Inc.

Dated: 2/17/04

Signature: [Signature]
Name: Mark E. Foster
Title: Vice President

PATENT ASSIGNMENT

THIS AGREEMENT is entered into this 29th day of March, 2002, by and between Kinderlife Instruments, Inc., a California corporation having a place of business at Mountain View, California, and Pemstar Pacific Consultants, Inc., a California corporation having a place of business at Mountain View, California.

RECITALS

WHEREAS, Kinderlife Instruments, Inc., hereinafter referred to as ASSIGNOR, owns all rights, title and interest in and to the patent applications and registrations set forth on Schedule A hereto (collectively, "said Applications"); and

WHEREAS, Pemstar Pacific Consultants, Inc., hereinafter referred to as ASSIGNEE, is desirous of acquiring all rights, in and to said Applications and inventions, in and to any and all improvements relating to said inventions, and in and to all Letters Patents thereon when granted in the United States and all foreign countries;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, each party warrants, contracts, covenants and agrees as follows:

1. ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE, all rights, title and interest in and to said Applications and all inventions embodied therein and improvements relating thereto; including all priority rights under the International Convention associated with the filing of said Applications, for each country of the Union; and in and to any and all Letters Patents on said inventions and improvements that may be granted by the United States or any foreign countries, including each and every Letters Patent granted on any application which is a division, substitution, continuation or continuation-in-part of any application relating to said inventions or improvements, and in and to each and every reissue or extension of said Letters Patent.

2. ASSIGNOR hereby warrants, covenants and represents the fact to be that it has not heretofore granted any license, right or privilege in respect to the said Applications or said inventions or improvements, or in any other way encumbered the same, and that it has the full right to convey, free of all licenses and encumbrances, all interest hereby assigned.

PEMSTAR-NATUS PATENT ASSIGNMENT

SCHEDULE A

<u>Patent</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
Audiometric Device and Associated Screening Method	USA	60/182,291	14 February 2000
Audiometric Device and Associated Screening Method	USA	09/782,503	13 February 2001
Audiometric Device and Associated Screening Method	PCT	US01/04465	13 February 2001
Multi-Mode Audiometric Device and Associated Screening Method	USA	60/182,277	14 February 2000
Multi-Mode Audiometric Device and Associated Screening Method	USA	09/782,771	13 February 2001
Multi-Mode Audiometric Device and Associated Screening Method	PCT	US01/04579	13 February 2001
Acoustic Coupling Device	USA	60/182,279	14 February 2000
Acoustic Coupling Device	USA	09/782,550	13 February 2001
Acoustic Coupling Device	PCT	US01/04665	13 February 2001
Ear Coupler	USA	D444,237	6 June 2001
Ear Coupler	Canada	2001-0926	10 April 2001
Ear Coupler	Switzerland	127.923	19 April 2001
Ear Coupler	France	01 2558	27 April 2001
Ear Coupler	Great Britain	2101628	28 November 2000
Ear Coupler	Italy	MI2001O000407	15 November 2001

PEMSTAR-NATUS PATENT ASSIGNMENT

<u>Patent</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
Ear Coupler	Netherlands	78350-00	15 May 2001
Ear Coupler	Germany	40103857.2	18 July 2001
Ear Coupler	Iceland	231/2001	16 July 2001
Ear Coupler	Japan	2001-14880	24 May 2001
Ear Coupler	Norway	2001-0324	25 May 2001
Acoustic Coupling Device	USA	09/817,666	26 March 2001
Acoustic Coupling Device	PCT	US01/09837	27 March 2001
Method and Apparatus for <i>In-Vivo</i> Measurement of Carbon Monoxide Production Rate	USA	60/189,002	13 March 2000
Method and Apparatus for <i>In-Vivo</i> Measurement of Carbon Monoxide Production Rate	USA	09/803,237	8 March 2001
Method and Apparatus for <i>In-Vivo</i> Measurement of Carbon Monoxide Production Rate	PCT	US01/07617	8 March 2001

ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS ("Assignment") is entered into this 30th day of March, 2002, by and between Pemstar Pacific Consultants, Inc., a California corporation with offices at 1280 Villa Street, Mountain View, California ("Assignor") and Natus Medical, Inc., a Delaware corporation with offices at 1501 Industrial Road, San Carlos, CA 94070 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is party to a certain Agreement to Sell Technology dated March 30, 2002, whereby Assignor has covenanted to assign to Assignee its patent applications and registrations (hereinafter collectively, "said Applications") as provided for herein and as identified in Schedule A attached hereto.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignor hereby warrants that (i) it has the full right and power to make the assignment of said Applications made hereby and (ii) Assignor has made no previous assignment, transfer, or agreement in conflict herewith or constituting a present or future assignment of or encumbrance on any of said Applications.

2. Assignor hereby grants, assigns, and conveys to Assignee its entire right, title, and interest in and to said Applications, including, without limitation, all renewals therefor, all proceeds therefor (including, but not limited to, all license royalties and proceeds of infringement suits), the right to sue for past, present, and future infringements, and the goodwill of the business associated with and symbolized by each of said Applications.

3. This Assignment may not be altered, amended, or modified except by a writing signed by both Assignor and Assignee. This Assignment shall be binding upon Assignor and its partners, successors, and assigns, and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of California and the applicable laws of the United States of America.

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.

Pemstar Pacific Consultants, Inc.

By: Robert T. Stone

Robert T. Stone

Title: Vice President, Medical Electronics

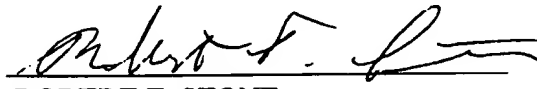
Date: March 30, 2002

KINDERLIFE-PEMSTAR PATENT ASSIGNMENT

3. ASSIGNOR covenants and agrees that at the request and expense of ASSIGNEE it will promptly execute all papers necessary or desirable to perfect ownership of said inventions, improvements, applications or said Letters Patent(s) in ASSIGNEE.

4. The terms, covenants and provisions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, his heirs, legal representatives and assigns.

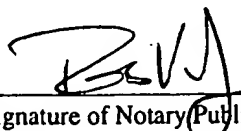
IN TESTIMONY WHEREOF, I, ROBERT T. STONE, HAVE EXECUTED AND DELIVERED THIS INSTRUMENT THIS 29th DAY OF MARCH, 2002.

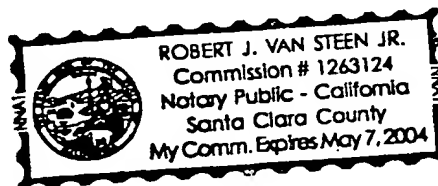

ROBERT T. STONE
Chief Technical Officer
Kinderlife Instruments, Inc.

State of California)
County of Santa Clara)
On 3/29/02
Date
before me, _____
Name and Title of Officer

personally appeared Robert T. Stone [] personally known to me --OR-- [] proved to me on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



SCHEDULE A

<u>Patent</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>
Audiometric Device and Associated Screening Method	USA	60/182,291	14 February 2000
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